

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI**

In re:)
)
PREMIER GOLF MISSOURI, LLC,) Case No. 09-44526-11
)
)
Debtor.)

**APPLICATION FOR APPROVAL OF EMPLOYMENT OF
DUNN & DAVISON, LLC AS BANKRUPTCY COUNSEL
FOR DEBTOR IN BANKRUPTCY PROCEEDINGS AND REQUEST
FOR APPROVAL OF MONTHLY COMPENSATION PROCEDURES**

COMES NOW the Debtor, Premier Golf Missouri, LLC, pursuant to 11 U.S.C. § 327 and Bankruptcy Rule 2014, and moves the Court to enter an order authorizing the employment of Dunn & Davison, LLC, as counsel for the Debtor in this bankruptcy proceeding. In support of this motion, the Debtor states as follows:

1. The Debtor filed a Voluntary Petition for bankruptcy relief under Chapter 11 of the United States Bankruptcy Code seeking reorganization on September 17, 2009.
2. The Debtor continues in possession of its properties and is continuing to operate and manage its business as a Debtor In Possession pursuant to 11 U.S.C. §§1107 and 1108.
3. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§157 and 1334. Venue over this Application in this District is proper pursuant to 28 U.S.C. §§1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A).
4. The Debtor desires to employ the law firm of Dunn & Davison, LLC to represent its interests in this case. Each of the attorneys of Dunn & Davison, LLC who shall perform work in this case is duly admitted to practice before this Court or will be admitted pro hac vice.

5. The attorneys within the firm of Dunn & Davison, LLC are duly licensed qualified attorneys before the Court and, in the opinion of the Debtor, qualified to act as counsel for this estate.

6. Debtor has selected Dunn & Davison, LLC for the reason the firm has considerable experience in bankruptcy and other areas of the law. Dunn & Davison, LLC is also familiar with the business and financial affairs of the Debtor and is qualified to represent the interests of the Debtor in this matter.

7. Debtor desires to generally employ the professional services of Dunn & Davison for, without limitation, the following bankruptcy matters:

- a. Advising Debtor with respect to its rights and obligations as a Debtor and Debtor-In-Possession and regarding other matters of bankruptcy law;
- b. The preparation and filing of any petition, schedules, motions, statement of affairs, plan of reorganization, or other pleadings or documents which may be required in these proceedings;
- c. Representation of Debtor at meetings of creditors, plan disclosure, confirmation and related hearings, and any adjourned hearings therefore;
- d. Representation of Debtor in adversary proceedings and other contested bankruptcy matters; and,
- e. Representation of Debtor in the above matters, and any other matter that may arise in connection with the Debtor's reorganization proceeding and its business operations.

8. To the best of the Debtor's knowledge, the firm of Dunn & Davison, LLC does not hold or represent an interest adverse to Debtor's estate and, except as otherwise disclosed, is

disinterested, as that term is defined in 11 U.S.C. § 101, for the purposes of representing Debtor in this chapter 11 bankruptcy proceeding.

9. Dunn & Davison, LLC, Thomas G. Stoll, and all other members of the firm have no adverse connections with the Debtor, creditors, any other parties in interest, their respective attorneys and accountants, United States Trustee or any person employed in the Office of the United States Trustee. A Verified Statement of Thomas G. Stoll, executed on behalf of Dunn & Davison, LLC, in accordance with 11 U.S.C. § 327 and Bankruptcy Rule 2014 is attached hereto as Exhibit A and is incorporated by reference as though fully set forth herein. Applicant's information, knowledge and belief as stated herein is based and is made in reliance upon the Verified Statement attached hereto as Exhibit A. A conflict check was performed by computer search of all clients of the firm and no conflict was found.

10. Dunn & Davison, LLC, was retained by the Debtor on or about July 23, 2009. Dunn & Davison, LLC was paid a retainer at that time of \$25,000.00.

11. Since approximately July 23, 2009, Dunn & Davison, LLC has been paid from its retainer \$15,000.00 for professional services rendered and expenses incurred by Dunn & Davison, LLC prior to and in connection with the commencement of the instant case, including being reimbursed for the filing fee. Dunn & Davison, LLC is holding \$10,000.00 which remains in Dunn & Davison, LLC's trust account.

12. For representation in connection with the matters identified above, fees will be charged at the hourly rates of Dunn & Davison, LLC, as follows:

(a) Partners	\$225.00
(b) Associates	\$175.00
(c) Paralegals	\$110.00

Dunn & Davison, LLC states that it will keep detailed and itemized records of all professional services rendered and any actual necessary expenses incurred in connection with the rendering of legal services for which it may seek reimbursement. It is anticipated that Thomas G. Stoll, partner, and Andrea Jackson, a paralegal, along with certain associates will perform the services required by the debtor.

14. Dunn & Davison, LLC requests that it be permitted to be paid by the Debtor 100% of its fees and 100% of its expenses on a monthly basis without further leave of Court and subject to any cash collateral order or stipulation. Dunn & Davison, LLC will, upon such payment, hold 20% of its fees in trust pending approval by the Court of an interim or final fee application, unless otherwise ordered by the Court. Dunn & Davison, LLC acknowledges that the allowance of monthly payment of fees and expenses shall not constitute an interim or final approval of the fees and expenses and an ultimate approval of such fees and expenses paid shall be required to be sought upon formal application and notice as required by the United States Bankruptcy Code and related Rules of Procedure. Dunn & Davison, LLC shall not be required to first exhaust its retainer but may hold that retainer in its trust account for application against any unreimbursed fees and expenses at the end of the case.

15. Dunn & Davison, LLC will provide a copy of its monthly billing statements to the United States Trustee, the twenty largest unsecured creditors (or the unsecured creditors committee if such committee is appointed), and to counsel for Bank Midwest, N.A. Payment of Dunn & Davison, LLC shall be contingent upon the Debtor's ability to make such payment within the terms of any cash collateral order or stipulation.

16. Dunn & Davison, LLC further acknowledges that compensation for services rendered and expenses reimbursed on behalf of Debtor in this proceeding shall be subject to the

ultimate allowance of the Court and, as to the timing of payment, upon availability of sufficient assets and funds in the estate.

WHEREFORE, the Debtor respectfully requests this Court's Order approving the employment of Dunn & Davison, LLC on the basis set forth above and for such other and further relief as the Court deems just and equitable.

Respectfully submitted,

DUNN & DAVISON, LLC

/s/ Thomas G. Stoll

Thomas G. Stoll, MO Bar # 34057

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ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing was, on this 17th day of September, 2009, filed and served electronically by the Clerk of the Court to all parties receiving electronic notice and by U.S. Mail, postage prepaid, to the following:

Mark A. Shaiken, Esq.
Stinson Morrison Hecker, LLP
1201 Walnut St.
Kansas City, Missouri 64106
Attorneys for Bank Midwest, N.A.

Office of the U.S. Trustee
400 E. 9th Street
Room 3440
Kansas City, Missouri 64106

The 20 largest Unsecured Creditors

/s/ Thomas G. Stoll
Thomas G. Stoll